

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

ANAS DOWL, inmate # 345639
ERNEST JACOBSSON, inmate # 403566

Case No. 3:18-cv-00119-HRH

Plaintiffs,

vs.

DEAN WILLIAMS, Commissioner,
Alaska Department of Corrections, in his
official capacity, only; *et al.*,

Defendants.

SETTLEMENT AGREEMENT

WHEREAS, on May 22, 2018, Plaintiffs Anas Dowl (then an inmate at Anchorage Correctional Complex) and Ernest Jacobsson (an inmate at Anchorage Correctional Complex) (together “Plaintiffs”), by and through their attorneys CAIR Legal Defense Fund (“CAIR”), filed this lawsuit for declaratory and injunctive relief arising under the First, Eighth and Fourteenth Amendments to the United States Constitution, the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”) and 42 U.S.C. § 1983 against Defendant Dean Williams, in his official capacity; Clare Sullivan, in her official capacity; April Wilkerson, in her official and individual capacities; Sidney Wood, in his official and individual capacities; Dan Aicher, in his official and individual capacities; Zane Nighswonger, in his official and individual capacities; Jason Mata, in his official and individual capacities; Gerald Silliman, in his official and individual capacities; Gwen Helms, in her individual capacity; and, Deborah Luper, in her individual capacity; based upon the denial of a religious diet that satisfies

nutritional and caloric requirements during the month of Ramadan. *See* Dkt. 1.

WHEREAS, on July 6, 2018, Plaintiffs amended this lawsuit to include claims based upon the denial of participation in Friday religious services and Islamic study groups. *See* Dkt. 35.

WHEREAS, Plaintiffs challenge the Alaska Department of Corrections (“DOC”) for implementing a religious dietary policy during the month of Ramadan that unreasonably subjects Plaintiffs to cruel and unusual punishment, limits their religious exercise, discriminates against Plaintiffs on the basis of religious denomination, and treats Plaintiffs on less than equal terms with other religious and non-religious similarly-situated persons.

WHEREAS, Plaintiffs also challenge DOC for not permitting Plaintiffs and other Muslim inmates to perform religious services and to participate in organized faith group activities in violation of their rights to free exercise of religion, to be free from discrimination on the basis of their religious denomination, and to be treated on equal terms with other religious and non-religious similarly-situated persons.

WHEREAS, CAIR indicated a desire to help develop revised and improved statewide policies.

WHEREAS, Defendants have indicated a desire to work with CAIR to adopt revised and improved statewide policies.

THEREFORE, as a result of the foregoing, the parties agree and the Court hereby enters the following Settlement Agreement.

TERMS

1. Injunctive Relief

In consideration for resolving Plaintiffs' lawsuit, the DOC religious services and religious diets and meals policies will be revised to implement the following provisions:

- (1) Although DOC policy provides for a pre-Ramadan period for inmates to ask for inclusion on the "Ramadan List" to receive the Ramadan diet, inmates may request to be included on the Ramadan List at any time prior to and during Ramadan. DOC will fulfill said requests within one business day.
- (2) Muslim inmates fasting during the month of Ramadan will receive meals that consist of a minimum of 3,000 average daily calories and that meet nutritional standards provided by the U.S Department of Health and Human Services and U.S. Department of Agriculture Dietary Guidelines for Americans;
- (3) Muslim inmates fasting during the month of Ramadan will receive a minimum of two hot meals between sunset and dawn;
- (4) DOC officials are prohibited from removing Muslim inmates from the Ramadan List for not participating in other religious accommodations or services, for disciplinary reasons, or for any other reason;
- (5) A daily log shall be kept that tracks the meals that are provided to inmates fasting during the month of Ramadan;
- (6) Muslim inmates will be provided with pork-free meals, and DOC will provide ingredients labels to confirm the meals are pork-free;
- (7) Muslim inmates are permitted to participate in weekly Friday religious services as a

congregation;

(8) Muslim inmates are permitted to congregate for each of the five daily prayers in their mods;

(9) Muslim inmates are permitted to facilitate Friday religious services and five daily prayers;

(10) Muslim inmates are permitted to participate in Islamic study groups; and,

(11) CAIR will provide a videoconference religious sensitivity training to Department of Corrections superintendents, chaplains, and grievance officers statewide. This training will be provided free of charge by CAIR, and shall not exceed four hours.

WHEREAS, Defendants have already taken significant steps to adopt and implement the above policies:

(1) Defendants have revised Policy 805.03 Special and/or Religious Diets and Meals on November 5, 2018 to adopt provisions 1, 2, 3, 4 and 6 (“Revised Special and/or Religious Diets Policy”). The Revised Special and/or Religious Diets Policy is hereby incorporated by reference.

(2) Defendants have taken steps to implement provisions 5, 7, 8, 9 and 10 and will take the steps necessary to formally adopt them.

2. Monetary Relief

Defendants agree to pay Plaintiffs the sum of \$102,500 in the form of damages, costs and attorneys' fees.

3. Release and Settlement

In exchange for the consideration specified in paragraphs 2 and 3 of this Settlement Agreement, Plaintiffs hereby fully and completely release and discharge Defendants in their individual and official capacities from any and all claims asserted in this lawsuit, as well as attorneys' fees and costs.

4. Enforcement of Terms

Plaintiffs, along with all individuals who are impacted by terms of this agreement, may enforce this agreement as third-party beneficiaries and/or intended beneficiaries. In the event that a party to this agreement believes that the terms of the agreement have not been fulfilled, the parties will make a good faith effort to resolve the matter before filing any motion with the court to enforce the agreement.

5. Retention of Jurisdiction

The Parties agree that this Settlement Agreement should be appended to any order of dismissal. The Parties further agree that the Court should retain jurisdiction over this Settlement Agreement.

6. Modification

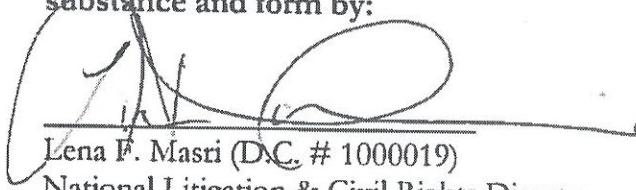
Should Defendants at any time seek to change to amend a policy that it agreed to adopt as part of this settlement agreement, they will motion the court to amend the policy. Plaintiffs shall have 21 days to submit any objection to the amendment, and DOC shall have 21 days to respond to the objection, after which time the court shall determine whether a hearing or other action is necessary. Whether or not Plaintiffs file a response, the Court will grant the motion only if it finds that there is a significant change of circumstances warranting a modification.

7. Joint Statement:

The parties will agree to the wording of a joint statement announcing this settlement.

Read on this 3rd day of September, 2019 and approved as to

substance and form by:



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Attorney for Defendants

All parties having agreed, and the Court having reviewed it and found it equitable, **IT IS**
HEREBY ORDERED that this Settlement Agreement is **ENTERED** this _____ day of
_____, 2019.

HONORABLE H. RUSSEL HOLLAND
UNITED STATES DISTRICT JUDGE